

CROWLEY ENVIRONMENTAL  
SERVICES



December 5, 1985

Chemical Processors, Inc.  
5501 Airport Way South  
Seattle, Washington 98108

Attn: Ron West

Dear Ron,

Enclosed is the Addendum to CHEMPRO- Crowley Environmental Ser-  
vices subscribership renewal for 1985-86.

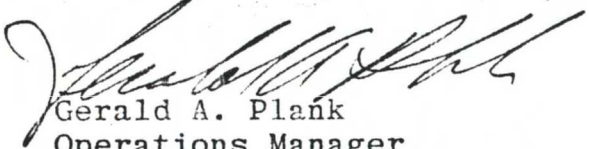
This Addendum extends our Agreement from December 1, 1985 to  
November 30, 1986 at the annual fee of \$2500.00. Please review  
the Addendum; sign and return one of the copies to CES.

Your Certificated of Insurance expired December 4, 1985.

Feel free to contact me if you have any questions regarding  
this renewal.

Sincerely,

Crowley Environmental Services

  
Gerald A. Plank  
Operations Manager

Enclosures

GAP:jb

USEPA RCRA



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FILE COPY

WA 2917  
12/5/85  
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OT AGENCY



ADDENDUM TO CROWLEY ENVIRONMENTAL SERVICES - CHEMPRO AGREEMENT

The Agreement between Crowley Environmental Services (CES and CHEMPRO is hereby modified as set forth below. Except as modified, the Agreement remains in full force and effect.

1. The period of the Agreement is extended for one (1) year to include the period of December 1, 1985 to November 30, 1986.
2. The annaul subscription charges of \$2500.00 remains unchanged and shall be payable in equal quarterly installments on the first days of October, January, April and July.
3. Schedule "C5" (Labor and Equipment Tariff) attached is substituted for all previous schedules.
4. CHEMPRO will receive 15% discount off Labor and Equipment and 10% off sorbents purchased.

IN WITNESS WHEREOF, the parties have hereto have executed this Addendum in duplicate this date \_\_\_\_\_ of \_\_\_\_\_ 1985.

CROWLEY ENVIRONMENTAL SERVICES

CHEMPRO

BY: 

BY: \_\_\_\_\_

ITs' Operations Manager

Its' \_\_\_\_\_





# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/4/85

**PRODUCER**

FRED S. JAMES & CO.  
1700 Fourth & Blanchard Bldg.  
Seattle, Wa. 98121

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

|                |          |                             |
|----------------|----------|-----------------------------|
| COMPANY LETTER | <b>A</b> | INDUSTRIAL INDEMNITY (S.F.) |
| COMPANY LETTER | <b>B</b> |                             |
| COMPANY LETTER | <b>C</b> |                             |
| COMPANY LETTER | <b>D</b> |                             |
| COMPANY LETTER | <b>E</b> |                             |

**INSURED**

RESOURCE RECOVERY CORP. & GASOLINE  
TANK SERVICE CO., INC.  
5501 AIRPORT WAY S.  
SEATTLE, WA. 98108

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO LTR   | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIABILITY LIMITS IN THOUSANDS |                         |           |
|----------|--|---------------|----------------------------------|-----------------------------------|-------------------------------|-------------------------|-----------|
|          |  |               |                                  |                                   |                               | EACH OCCURRENCE         | AGGREGATE |
|          | <b>GENERAL LIABILITY</b>   |               |                                  |                                   |                               |                         |           |
|          | <input type="checkbox"/> COMPREHENSIVE FORM  |               |                                  |                                   | BODILY INJURY                 | \$                      |           |
|          | <input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD |               |                                  |                                   | PROPERTY DAMAGE               | \$                      |           |
|          | <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS                               |               |                                  |                                   | BI & PD COMBINED              | \$                      |           |
|          | <input type="checkbox"/> CONTRACTUAL   |               |                                  |                                   | PERSONAL INJURY               | \$                      |           |
|          | <input type="checkbox"/> INDEPENDENT CONTRACTORS                                     |               |                                  |                                   |                               |                         |           |
|          | <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE                                  |               |                                  |                                   |                               |                         |           |
|          | <input type="checkbox"/> PERSONAL INJURY   |               |                                  |                                   |                               |                         |           |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b>  |               |                                  |                                   |                               |                         |           |
|          | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | BODILY INJURY (PER PERSON)    | \$                      |           |
|          | <input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)                               |               |                                  |                                   | BODILY INJURY (PER ACCIDENT)  | \$                      |           |
|          | <input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)         | AS881-7243    | 12-6-85                          | 12-6-86                           | PROPERTY DAMAGE               | \$                      |           |
|          | <input checked="" type="checkbox"/> HIRED AUTOS                                      |               |                                  |                                   | BI & PD COMBINED              | \$5,000                 |           |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                  |               |                                  |                                   |                               |                         |           |
|          | <input type="checkbox"/> GARAGE LIABILITY  |               |                                  |                                   |                               |                         |           |
|          | <b>EXCESS LIABILITY</b>  |               |                                  |                                   |                               |                         |           |
|          | <input type="checkbox"/> UMBRELLA FORM   |               |                                  |                                   | BI & PD COMBINED              | \$                      |           |
|          | <input type="checkbox"/> OTHER THAN UMBRELLA FORM                                    |               |                                  |                                   |                               |                         |           |
|          | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                |               |                                  |                                   | STATUTORY                     |                         |           |
|          |  |               |                                  |                                   | \$                            | (EACH ACCIDENT)         |           |
|          |  |               |                                  |                                   | \$                            | (DISEASE-POLICY LIMIT)  |           |
|          |  |               |                                  |                                   | \$                            | (DISEASE-EACH EMPLOYEE) |           |
|          | <b>OTHER</b>   |               |                                  |                                   |                               |                         |           |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

CROWLEY ENVIRONMENTAL SERVICES  
3400 E. MARGINAL WAY S.  
SEATTLE, WA 98134

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



File 100

SUBSCRIBERSHIP AGREEMENT

CROWLEY ENVIRONEMNTAL SERVICES CORPORATION (hereinafter "CES")  
and CHEMICAL PROCESSORS, INC. (hereinafter  
"Subscriber") enter into this Agreement as of the 1st day of  
DECEMBER, 1978.

Witnesseth

WHEREAS, CES is engaged in the business of prevention, con-  
tainment and removal of oil pollution; and

WHEREAS, CES is willing to maintain equipment and manpower  
in a state of readiness to provide prompt response to oil pollu-  
tion situations; and

WHEREAS, Subscriber desires to obtain prompt response to its  
requirements for containment and removal of pollution;

NOW, THEREFORE, in consideration of their respective obliga-  
tions, CES and Subscriber agree as follows:

1. BASIC AGREEMENT. CES agrees, in consideration of the  
compensation set forth in paragraph 3, to provide the following  
services.

(a) Maintain equipment and manpower described in Ex-  
hibit 1 in a state of readiness for oil pollution containment and  
removal;

(b) Provide promptly in response to Subscriber's re-  
quest equipment and manpower to contain and remove oil pollu-  
tion within their geographic area;

(c) Train employees of Subscriber at CES "Oil & Hazardous Materials Training Schools" which are conducted periodically; and

(d) Sell to Subscriber oil absorbents from warehouse stocks of CES.

2. SERVICE REQUEST AND RESPONSE.

(a) Subscriber shall request oil pollution containment and/or cleanup services orally or in writing on the Work Authorization form attached hereto as Exhibit 3. All oral service requests shall be confirmed in writing on the aforesaid Work Authorization form and delivered to CES within 24 hours after the oral request is made.

(b) CES will exercise diligence to dispatch equipment and manpower from their home base for the spill site within 24 hours after receipt of Subscriber's request. In the event CES is performing containment and/or cleanup services for another customer when a request from Subscriber is received, CES will exercise diligence to dispatch equipment and manpower within the aforesaid time to accomplish containment of the oil spill. Thereafter, the cleanup of Subscriber's oil spill and the other oil spill will be coordinated so that cleanup of Subscriber's oil spill is accomplished in a prudent and timely manner under the circumstances.

(c) CES operations shall be performed under the direction, control and supervision of Subscriber's designated representative, provided that if Subscriber does not designate a representative, the CES on-scene manager shall be deemed the



representative of Subscriber with full authority to bind Subscriber as to the commitment and employment of personnel and equipment.

(d) Subscriber acknowledges that CES may be or become subject to the orders or instructions of personnel of federal, state or local agencies, and authorizes CES to comply with all such orders or instructions, and agrees to save and hold CES harmless from and against any and all liability whatsoever arising out of such compliance.

### 3. COMPENSATION.

(a) As consideration for the services described in paragraph 1, Subscriber agrees to pay CES:

(i) As compensation for maintaining equipment and manpower in a state of readiness, including fixed costs of insurance, repair and overhead, a subscribership fee of \$ 2500.00, payable in four equal installments on the first day of DECEMBER, MARCH, JUNE and SEPTEMBER during the term of this Agreement.

(ii) As compensation for oil spill containment and cleanup services performed by CES, the fee for such services computed in accordance with Exhibit 3. As to equipment or services not described in Exhibit 3, CES shall charge the cost to CES of said equipment or services plus 15% overhead. Customer shall pay CES for performance of its services irrespective of whether such services result in the successful cleanup of the spill.

(iii) As compensation for the training of employees of Subscriber, the tuition charged by CES for such training less



a 15% discount, payable within 30 days after the date of mailing of the invoice of CES.

(iv) As compensation for the sale of absorbents, the retail price set forth in the CES price list in effect on the date of purchase less a 15% discount, payable within 30 days after the date of mailing of the invoice of CES.

(b) Subscriber agrees to pay the full amount of all invoices without deduction or setoff of any kind to CES at the address designated by CES within 30 days after the date of mailing by CES of its invoice. All late payments shall bear daily interest from the date of invoice at the highest legal rate of interest permitted for written contracts in the state in which the services are performed.

#### 4. LIABILITY AND INDEMNITY.

(a) Subscriber acknowledges that the containment and removal of pollutants are subject to elements beyond the control of CES and agrees that CES shall be under no liability to Subscriber or Subscriber's customers with respect to loss, damage or expense, howsoever caused, except where caused by the sole negligence of CES or of the persons, vessels or entities described in paragraph 9. Subscriber further agrees that even where loss, damage or expense is caused by the sole negligence of CES or of the persons, vessels or entities described in paragraph 9, the liability of CES in respect of any claim arising out of a single occurrence or related series of occurrences shall be limited to \$500,000.

(b) Subscriber shall defend and indemnify CES and the persons, vessels and entities described in paragraph 9 from and

against any claim, judgment, fine, cost or expense (including pollution clean-up expenses and reasonable attorneys' fees) asserted or recovered by any third person (including any government or agency thereof) for personal injury (including death) or property damage (including damage to the environment) arising out of the performance of services by CES or by such persons, vessels or entities, howsoever caused, even if caused by the negligence or other fault of CES or of such persons, vessels or entities, provided, however, that the foregoing indemnity shall not be applicable to the first \$500,000 of the total of all judgments, fines, costs and expenses (including pollution clean-up expenses and reasonable attorneys' fees) arising out of a single occurrence or related series of occurrences which are caused by the sole negligence of CES or of such persons, vessels or entities.

5. INSURANCE.

(a) Subscriber shall procure and maintain in force throughout the term of this Agreement, at its sole risk, cost and expense (including the risk of any deductible), comprehensive general liability insurance insuring the liability of Subscriber, including coverage of the contractual obligations assumed by Subscriber in this Agreement, with a limit of at least \$2,000,000 per occurrence. Said insurance shall be endorsed to provide that CES shall receive written notice thirty (30) days prior to cancellation or material change in coverage. Prior to performance of services under this Agreement, Subscriber shall provide CES with a certificate of insurance evidencing the aforesaid coverage.



(b) CES shall procure and maintain in force throughout the term of this Agreement, at its sole risk, cost and expense (including the risk of any deductible), comprehensive general liability insurance insuring the liability of CES, including coverage of the contractual obligations assumed by CES in this Agreement, with a limit of at least \$2,000,000 per occurrence. Said insurance shall be endorsed to provide that Subscriber shall receive written notice thirty (30) days prior to cancellation or material change in coverage. Prior to performance of services under this Agreement, CES shall provide Subscriber with a certificate of insurance evidencing the aforesaid coverage.

6. TERMS APPLICABLE TO SUBSCRIBER'S CUSTOMERS. In the event Subscriber requests CES to perform services for the account of other persons (such persons are referred to in this Agreement as "Subscriber's customers"), Subscriber will obtain the agreement of such persons to be bound by all the terms and conditions of this Agreement to the same extent as Subscriber would be bound if the services were performed for Subscriber, including but not limited to the provisions of paragraph 4. If Subscriber fails to obtain such agreement, Subscriber agrees to hold harmless, defend and indemnify CES from and against any and all liabilities, costs and expenses for which CES would not have been liable if such persons had been bound by all the terms and conditions of this Agreement as aforesaid.

7. BREACH. In the event Subscriber or Subscriber's customer fails to pay the compensation set forth in paragraph 3



within the time specified or fails to comply with any term or condition of the Agreement, CES shall be entitled to withhold future performance under this Agreement until such breach is remedied or to cancel this Agreement, without prejudice to any other remedies which CES has at law or under this Agreement.

8. LIMITATION OF LIABILITY.

(a) This Agreement shall not be deemed a personal contract of a kind which would deprive CES of the benefits of any exemption from or limitation of liability under applicable United States or foreign statutes, all of which benefits are expressly claimed and reserved by CES.

(b) Subscriber expressly waives the benefit of any exemption from or limitation of liability under applicable United States or foreign statutes with respect to this Agreement and Subscriber agrees that it will pay CES the amount of compensation and any other sums owing to CES by Subscriber pursuant to the terms of this Agreement.

9. NO CONSEQUENTIAL DAMAGES. Neither CES nor Subscriber shall in any event be responsible for special or consequential damages, including without limitation extra expense, loss of profits, loss of use of property, delay or damages consequential upon loss of use, whether resulting from negligence, breach of this Agreement or otherwise by Subscriber, CES or any person, entity or vessel described in Paragraph 9, and even if the possibility of such damages was foreseeable by Subscriber, CES or any such person, entity or vessel.



10. EXTENSION OF BENEFITS. The following persons, corporations and entities shall be entitled to all rights, benefits, defenses, exemptions and limitations set forth in this Agreement: Crowley Environmental Services Corporation; any corporation parent of, subsidiary to or affiliated with Crowley Environmental Services Corporation; and sub-contractor of Crowley Environmental Services Corporation or its parent, subsidiary or affiliates; any vessel used in the performance of this Agreement; the owner, charterer, operator, master and crew of any such vessel; and the directors, officers and employees of any of the corporations and entities described in this paragraph.

11. NO ASSIGNMENT. This Agreement shall not be assigned except by mutual agreement.

12. NOTICES. Any notice required or permitted under the provisions of this Agreement shall be given in writing and delivered in person, by registered mail (return receipt requested) or by telex at the addresses set forth below. All oral requests for service shall be made to CES at the 24-hour telephone number set forth below. A notice shall be deemed given when received by the party to whom it is sent.

13. PERIOD OF AGREEMENT. The period of this Agreement shall be December 1, 1978 to November 30, 1979, both inclusive, unless earlier terminated by mutual agreement.

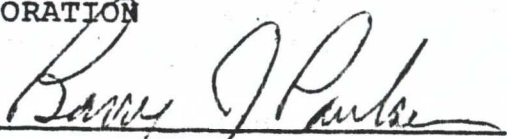


14. FINAL AGREEMENT. This Agreement represents the final and complete contract of the parties for the services described herein and all prior written and oral agreements with respect to such services are superseded by this Agreement. Subscriber agrees that no terms and conditions of any purchase order or similar document issued by Subscriber or Subscriber's customers shall be binding on CES unless CES consents thereto in writing.

IN WITNESS WHEREOF, the parties execute this Agreement as of the 21<sup>st</sup> day of FEB, 1977.

CROWLEY ENVIRONMENTAL SERVICES  
CORPORATION

By



Address: 3400 E. Marginal Way South  
Seattle, Washington 98134

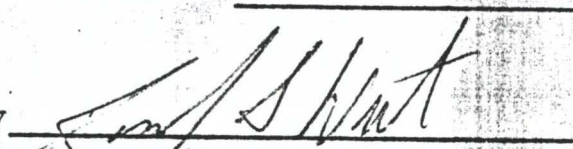
Telex: 32-1229

Telephone: (206) 682-4898

Alternate : (206) 583 8100

SUBSCRIBER: CHEMICAL PROCESSORS, INC.

By



Address:

Telex:

Telephone: 727-0350

Pat Sanborn  
Operations Manager

Barry Paulsen  
General Manager



ADDENDUM TO CROWLEY ENVIRONMENTAL SERVICES CORP. - CHEMPRO AGREEMENT

The Agreement between Crowley Environmental Services (CES) and CHEMPRO is hereby modified as set forth below. Except as modified, the Agreement remains in full force and effect.

1. The period of the Agreement is extended for one (1) year to include the period of December 1, 1984 to November 30, 1985.
2. The annual subscription charges of \$2500.00 remain the same and shall be payable in equal quarterly installments on the first days of October, January, April and July.
3. Schedules 1A (Labor and Equipment Tariff) attached hereto is substituted for all previous Exhibits and Schedules.
4. CHEMPRO receives 15% discount off labor and equipment tariff and 10% on sorbents purchased.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum in duplicate this date 15 of Feb 1985.

CROWLEY ENVIRONMENTAL SERVICES CORP.

CHEMICAL PROCESSORS, INC.

By [Signature]  
Operations Manager

By [Signature]